

# GENERAL TERMS AND CONDITIONS

1. All orders are accepted and carried out on the basis of the provisions below. By placing orders, party ordering acknowledges these General Terms and Conditions of Sale to the exclusion of any and all other terms and conditions. They shall also apply in the event that the Supplier unreservedly effects delivery regardless of having knowledge of conflicting or deviating terms and conditions of the party ordering. Any verbal ancillary agreements shall not be binding upon the Supplier unless rendered in writing.
2. **For custom-made products, the agreed delivery quantities may deviate slightly (max. +/- 10%) from the quantity ordered. The day on which the goods leave the factory shall apply as the day of delivery. The first attempt to deliver the goods shall be deemed as delivery. From the second delivery attempt onwards the customer shall bear the delivery costs.** For consignments below this amount, the freight costs incurred will be charged. All products are transported at the Purchaser's risk; any claims for damage in transit (e.g. short amounts, breakage etc.) are to be filed by the recipient with the freight forwarder. **If the customer wishes express delivery of goods which requires express shipping, a single/extra trip or similar, the actual transport costs may be charged regardless of the amount stated on the invoice.**
3. Invoices are payable net within 30 days as from the invoice date without any cash discounts to be taken unless other agreements have been made. Any unjustified cash discounts taken will be subsequently charged to the Purchaser's account. In the event of late payment, the Purchaser will be invoiced for the statutory default interest of a minimum of 5% payable from the invoice due date upon being issued a dunning notice. Each delivery shall constitute a separate transaction with regard to payment. The Purchaser shall not be entitled to offset any claims of the Supplier for amounts outstanding against any counterclaims against the Supplier.
4. The Supplier warrants the proper composition of the products supplied by it and their suitability expressly for their designated purpose. Any other guarantee shall be deemed to be precluded, namely with regard to
  - the downstream processing of the products and the resulting work product;
  - the continued existence of a warranted characteristic present in the experience of the Purchaser however not recognized by the Supplier or considered by it to be secondary and therefore not an expressly warranted characteristic of the product;
  - using the product on a prepared or unprepared substrate material that is only similar or related to the substrate material specified in the warranted characteristics;
5. All items supplied by the Supplier shall remain the Supplier's sole property until all outstanding obligations owing to the Supplier have been satisfied in full.
6. Any and all events and circumstances beyond the Supplier's influence and control shall be deemed to constitute force majeure and shall release the Supplier from any and all liability under warranty and supply/ delivery obligations.
7. The place of performance and venue for both parties for the rights and obligations is Benden.

April 2020